

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

In re:)	
)	
EAGLE PROPERTIES AND)	Bankruptcy Case
INVESTMENTS, LLC,)	No. 23-10566-KHK
)	Chapter 7
Debtor.)	
)	

**ORDER APPROVING SALE OF 15474 ROXBURY ROAD, GLENWOOD, MD FREE
AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. §§
363(f) AND ASSIGNMENT OF RESIDENTIAL LEASE RELATED THERETO**

UPON CONSIDERATION of the motion (Docket No. 665) (“Motion”) of H. Jason Gold, chapter 7 trustee (“Trustee”), to approve the sale of the property commonly known as 15474 Roxbury Road, Glenwood, MD (the “Property”) to Sweet Home 401k FBO Alireza Aliaskari 401k (“Buyer”) free and clear of the liens, claims and interests, including the Lis Pendens and Deed of Trust filed by Bala Jain, LLC and to assign the Lease of the Property pursuant to 11 U.S.C. § 365 to Buyer; and it appearing that proper and adequate notice of the Motion has been given and that no further notice is necessary; and it appearing that the sale of the Property and assignment of the Lease as set forth in the Motion is in the best interest of the estate and its creditors, and it further appearing that based upon the endorsements of counsel set forth below that Bala Jain; LLC and Bank of Clarke have consented to the sale of the Property as set forth herein, free and clear of all liens claims and interests, accordingly:

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.

Dylan G. Trache, Va. Bar No. 45939
NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, Suite 900
Washington, DC 20001
(202) 689-2800
Counsel to the Chapter 7 Trustee
4905-5963-0595 v.4

2. The Trustee is authorized to sell the Property¹ to Sweet Home 401k FBO Alireza

¹ Having the following legal description:

All that lot of ground situate in the County of Howard, Maryland and more particularly described as follows:

Beginning for the same at a point on the Southeast side of the concrete body of the aforesaid Washington to Westminster Road, at a point where a stone formerly stood, at the end of the 3rd line of Lot No.1, containing 181 1/4 acres of land, more or less, which, in a cause in the Circuit Court for Howard County, in Equity, lately depending, entitled "Sallie E. Dorsey, et al. vs. Stephen B. Dorsey" was allotted to the said Sallie E. Dorsey, and running thence with and binding on the 4th and 5th lines of said lot, as now corrected for variation, and with part of the Western boundary of the lands belonging to Ann England Griffith, the two following courses and distances: (1) South 29 degrees 15 minutes East 511 112 feet, to a stake set in the ground, and (2) South 6 degrees 40 minutes West 309.37 feet, to a large maple tree; thence leaving the outlines of the original tract and the Western boundary of the land belonging to Ann England Griffith, and by two lines along the Northern boundary of the property formerly belonging to the late Stephen B. Dorsey, (3) South 70 degrees 35 minutes West 133 1/4 feet, to a white oak tree, and (4) South 58 degrees 32 minutes West 186 feet, to a stake set in the ground by a fence post; thence along the Northeastern edge of a small timber lot, (5) North 56 degrees West 133.9 feet, to a stake set in the ground; thence (6) North 68 1/2 degrees West 548.1 feet to and along the Northeastern edge of the aforesaid Bank's School House Road, also known as the road from Knollwood to Glenelg; thence along the Northeastern edge of said road, (7) North 9 degrees West 78.2 feet, to a point at the intersection of the center of said road with the Southeastern edge of the aforesaid Washington to Westminster Road, and thence running with and binding on the Southeastern edge of the Washington to Westminster Road, and also running with, or near, the 3rd line of Lot No. 1 aforesaid, as now corrected as aforesaid, (8) North 52 degrees 45 minutes East 877.1 feet, to the place of beginning; containing 10.86 acres of land, more or less.

Save and Except, Therefrom, (1) All that piece or parcel of land, which, by deed dated March 5th, 1952, and recorded among the Land Records of said Howard County in Liber M.W. B. No. 230, Folio 524, etc., was granted and conveyed by Mary Elizabeth Dorsey, and others, to the State of Maryland, to the use of the State Roads Commission, and (2) all that piece or parcel of land, which, by deed dated March 20th, 1952, and recorded among said Land Records in Liber M.W.B. No. 231, Folio 56, etc., was granted and conveyed by the said Mary Elizabeth Dorsey, and others, to the State of Maryland, to the use of the State Roads Commission.

AND a parcel described as follows:

Beginning for the same at an iron pipe now set at 85.69 feet on the third or North 59 degrees 23 minutes East 186.00 foot line of that land, the land herein described being a part thereof, which, by deed dated the 28th day of August, 1967, and recorded among the said Land Records in Liber W. H. H. No. 475, Folio 283, etc., was granted and conveyed by Robert K. Rafferty and wife to the said James R. Abe and Marilyn M. Abe, his wife, and running with a part of the said third line to the end thereof, as now surveyed, (1) North 59 degrees 23 minutes East 100.31 feet to a marked white oak tree, thence running with a part of the fourth line of the said land, (2) South 41 degrees 49 minutes West 77 feet to an iron pipe now set, thence with a line of division now made (3) North 79 degrees 51 minutes West 35.55 feet to the point of the beginning, containing 0.027 of an acre of land, more or less.

AND a parcel described as follows:

Beginning for the same at a large maple tree at the beginning of a conveyance from Mary Elizabeth Dorsey et al., to John M. and Mary E. Beane for 35.271 acres of land and recorded among the Land Records of Howard County, Maryland in Liber 215 at Folio 202, thence over, across and through the aforesaid 8.9417 acre parcel the following three courses:

1. South 08 degrees 52 minutes 10 seconds West, 10.64 feet to a point, thence South 61 degrees 47 minutes 47

Aliaskari 401k or its designee (the "Purchaser") for \$450,000.00 consistent with the sales contract

seconds West, 185.13 feet to a point, thence

2. North 78 degrees 37 minutes 15 seconds West, 13.30 feet to a point in the Westerly, or North 43 degrees 02 minutes 45 seconds East, 543.62 foot line of the 8.9417 acre parcel, thence along the outline of the 8.9417 acre parcel,

3. North 43 degrees 02 minutes 45 seconds East, 77.00 feet to a point, thence

4. North 72 degrees 39 minutes 45 seconds East, 131.24 feet to the point of beginning, containing a computed area of 0.095 acres, more or less.

This conveyance is in accordance with the adjointer deed transfer provisions in the Howard County Subdivision Regulations Wherein the above described parcel of land has been adjoined and merged with the 10.86.1 acre residue parcel of land conveyed unto Wallace deWitt Junior, and Jean C. deWitt, his wife by deed recorded among the Land Records of Howard County, Maryland in Liber 313, Folio 325, saving and excepting therefrom the following parcels (1) all that piece or parcel of land conveyed unto the State of Maryland by deed recorded among the Land Records of Howard County, Maryland in Liber 230, Folio 524, (2). all that piece or parcel of land conveyed unto the state of Maryland by deed recorded among the Land Records of Howard County, Maryland in Liber 231, Folio 56, (3) all that piece or parcel of land conveyed unto the Carl P and Eleanore R. Klitzke by deed recorded among the Land Records of Howard County, Maryland in Liber 427, Folio 77, and (4) all that piece or parcel of land conveyed unto James R. and Marilyn M. Abe by Deed of Exchange recorded among the Land Records of Howard County, Maryland in Liber 516, Folio 575 and Liber 3396, folio 36

SAVING AND EXCEPTING:

Beginning for the same at an iron pipe now set at 100.31 feet on the fourth or South 58 degrees 32 minutes West 186 foot line of that land, the land herein described being a part thereof, which, by deed dated the 6th day of May, 1958, and recorded among the said Land Records in Liber R.H.M. No. 313, Folio 325, etc., was granted and conveyed by Roderick D. Watson, Jr., and Susie T. Watson, his wife, to the Wallace deWitt, Junior, and Jean C. deWitt, his wife, and running with a part of the said fourth line to the end thereof, as now surveyed, (1) South 59 degrees 23 minutes West 85.69 feet to an iron pipe heretofore set, thence running with the fifth line of the said land, (2) North 55 degrees 09 minutes West 133.90 feet to an iron pipe heretofore set, thence with a line of division now made, (3) South 79 degrees 51 minutes East 186.55 feet to the point of the beginning, containing 0.119 of an acre of land, more or less.

Beginning for the same at an iron pipe now set on the Southeastern margin of the sixty foot wide right-of-way of the Westminster Road, as set forth on the Maryland State Roads Commission Plats Nos. 9596 and 9597, said point also being at 30.18 feet on the first, or South 29 degrees 15 minutes East 511 1/2 foot, line of that land, the land herein described being a part thereof, which, by deed dated May 6th, 1958, and recorded among the Land Records of said Howard County in Liber R. H. M. No. 313, Folio 325, etc., was granted and conveyed by Roderick D. Watson, Junior and wife to the said Wallace deWitt, Junior, and wife running with a part of said first line to the end thereof, as now surveyed, (1) South 28 degrees 30 minutes East 481.32 feet, to the corner post of the fence; thence running with the second and third lines of said land, (2) South 07 degrees 54 minutes West 308.43 feet, to the center of a large maple tree; (3) South 71 degrees 26 minutes West 131.24 feet, to a white oak tree heretofore marked; thence with the first of two lines of division now made, (4) North 19 degrees 33 minutes West 204.68 feet, to an iron pipe now set; (5) North 48 degrees 16 minutes West 480.5 feet, passing over an iron pipe now set at the top of the road bank, to a point on the Southeastern margin of the aforementioned sixty foot wide right-of-way of the Westminster Road; thence running with said right-of-way margin, (6) North 54 degrees 44 minutes East 446.12 feet, to the point of the beginning; containing five acres of land, more or less.

The improvements thereon being known as 15474 Roxbury Road, Glenwood, Maryland 21738.

attached to the Motion as Exhibit A.

3. At closing, the Trustee shall receive, for the benefit of the estate the sum of \$13,500.00 representing his commission under Section 326 of the Bankruptcy Code plus the remaining net proceeds of sale after payment of all closing costs and secured claims up to \$22,500.00 as additional consideration for the bankruptcy estate free and clear of all liens, claims and interests as set forth in the draft ALTA attached hereto as Exhibit A.

4. At closing, Bala Jain shall receive the sum of \$25,000.00 in consideration of its consent to the sale as set forth in the draft ALTA.

5. The Trustee is authorized to pay a three percent (3.0%) commission to Century 21 New Millenium at closing for services rendered in representing the Trustee in connection with the sale.

6. The Trustee is authorized to pay the secured claim of the Bank of Clarke County consistent with the draft ALTA.

7. The Trustee is authorized to pay all real estate taxes and customary costs at closing.

8. The Trustee is authorized to request and receive all information concerning the liens and debt held by any secured creditor necessary to close on the sale including but not limited to the loan payoff balance, proof of lien perfection, hazard insurance coverage, escrow account balance and other information. Secured creditors are authorized and directed to promptly provide said information to the Trustee upon request of the Trustee, subject to the right of any secured creditor to oppose the request.

9. This Order may be recorded in the land records wherein the subject Property is located.

10. The sale shall be free and clear of the following liens and interests:

- a. Deed of Trust recorded on or about November 16, 2021 in favor of Bank of Clarke County filed in the land records of Howard County, Maryland at Book 21084, Page 290.
- b. Deed of Trust recorded on or about March 3, 2022 in favor of Bala Jain, LLC in the land records of Howard County, Maryland at Book 21368, Page 39.
- c. Notice of Lis Pendens filed by Bala Jain, LLC in the Land Records of Howard County, Maryland at 21660, Page 183.

11. At closing the Lease dated July 16, 2023 between the Debtor and Dina MacDonald, Jean Gambo, Troy MacDonald, and Francesco Gambo (the “Lease”) shall be deemed assigned to Buyer, including any and all past due amounts due and payable under the Lease. Pursuant to the Sales Contract, no security deposit is being transferred to the Buyer.

12. This Court retains jurisdiction with respect to any disputes regarding the Property following the sale.

13. This Order shall be effective immediately and shall not be subject to the stay provided in Federal Rule of Bankruptcy Procedure 6004(h) or any other applicable stay.

Dated: Dec 17 2024

/s/ Klinette H Kindred
United States Bankruptcy Judge

Entered On Docket: Dec 18 2024

PREPARED BY:

NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001
Tel: (202) 689-2800
Fax: (202) 689-2860
Email: dylan.trache@nelsonmullins.com

By: /s/ Dylan G. Trache
Dylan G. Trache, Va. Bar No. 45939

Counsel to the Chapter 7 Trustee

SEEN AND AGREED:

HOOVER PENROD PLC
342 South Main Street
Harrisonburg, Virginia 22801
540/433-2444
540/433-3916 (Facsimile)
hhutman@hooverpenrod.com

By: /s/ Hannah W. Hutman (by DGT with authority)
Hannah W. Hutman, (VSB No. 79635)

Counsel to Bank of Clarke

SEEN:

ROGAN MILLER ZIMMERMAN, PLLC
50 Catoctin Circle, NE, Suite 300
Leesburg, Virginia 20176
Phone No. (703) 777-8850
Fax No: (703) 777-8854
E-mail: crogan@RMZLawFirm.com

BY: /s/Christopher L. Rogan (by DGT with authority)
Christopher L. Rogan (Bar No. 30344)

Attorneys for Bala Jain, LLC

CERTIFICATION PURSUANT TO LOCAL RULE 9022-1(C)

I HEREBY CERTIFY that this Order has been endorsed by all necessary parties.

/s/ Dylan G. Trache

Dylan G. Trache

**LIST OF PARTIES TO RECEIVE NOTICE OF ENTRY
PURSUANT TO LOCAL RULE 9022-1**

Dylan G. Trache
NELSON MULLINS RILEY & SCARBOROUGH LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001

Michael Freeman
OFFICE OF THE UNITED STATES TRUSTEE
1725 Duke Street, Suite 650
Alexandria, Virginia 22314

Stephen Karbelk
Team Leader, RealMarkets
Century 21 New Millennium
Century 21 Commercial New Millennium
6629 Old Dominion Drive
McLean, VA 22101

Christopher Rogan
ROGAN MILLER ZIMMERMAN, PLLC
50 Catocin Circle, NE, Suite 300
Leesburg, Virginia 20176

Hannah W. Hutman
HOOVER PENROD PLC
342 South Main Street
Harrisonburg, Virginia 22801

Exhibit A

B. Type of Loan			
1. <input type="checkbox"/> FHA		2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA		5. <input type="checkbox"/> Conv Ins.	
6. File No. 2024-1009		7. Loan No.	8. Mortgage Insurance Case No.
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: Sweet Home 401K FBO Alireza Aliaskari 401K		E. Name & Address of Seller: H. Jason Gold, Chapter 7 Trustee, not individually but solely in his capacity as the Chapter 7 Trustee in Bankruptcy in re: Egel Properties and Investments, LLC Bankruptcy Case No. 23-10566-KHK P.O. Box Washington, DC 20037	
F. Name & Address of Lender:			
G. Property Location: 15474 Roxbury Road Glenwood, MD 21738		H. Settlement Agent: Silver Title, LLC	
		I. Settlement Date: 12/23/2024 Funding Date: 12/23/2024 Disbursement Date: 12/23/2024	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$450,000.00	401. Contract sales price	\$450,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	\$8,667.00	403.	
104.		404.	
105.		405.	
Adjustment for items paid by seller in advance		Adjustment for items paid by seller in advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes 12/23/2024 to 06/30/2025	\$5,233.92	407. County Taxes 12/23/2024 to 06/30/2025	\$5,233.92
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	\$463,900.92	420. Gross Amount Due to Seller	\$455,233.92
200. Amount Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit	\$15,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$77,448.22
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff to Bank of Clark	\$352,785.70
205.		505. Payoff to Bala Jain, LLC	\$25,000.00
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	\$15,000.00	520. Total Reduction Amount Due Seller	\$455,233.92
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	\$463,900.92	601. Gross amount due to seller (line 420)	\$455,233.92
302. Less amounts paid by/for borrower (line 220)	\$15,000.00	602. Less reductions in amounts due seller (line 520)	\$455,233.92
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$448,900.92	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges

Document Page 10 of 11

700. Total Real Estate Broker Fees	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows :		
701. \$13,500.00 to Century 21 New Millennium		
702. \$		
703. Commission paid at settlement		\$13,500.00
704.		
800. Items Payable in Connection with Loan		
801. Our origination charge		
802. Your credit or charge (points) for the specific interest rate chosen		
803. Appraisal fee		
804. Credit report		
805. Tax service		
806. Flood certification		
807.		
808.		
809.		
810.		
900. Items Required by Lender to be Paid in Advance		
901. Daily interest charges from 12/23/2024 to 01/01/2025		
902. Mortgage insurance premium		
903. Homeowner's insurance		
904.		
1000. Reserves Deposited with Lender		
1001. Initial deposit for your escrow account		
1002. Homeowner's insurance		
1003. Mortgage insurance		
1004. Property taxes		
1005.		
1006.		
1007. Aggregate Adjustment \$0.00		
1100. Title Charges		
1101. Settlement or closing fee to Silver Title, LLC	\$595.00	
1102. Owner's title insurance to Old Republic National Title Insurance Company	\$2,167.50	
1103. Lender's title insurance to Old Republic National Title Insurance Company		
1104. Lender's title policy limit \$		
1105. Owner's title policy limit \$450,000.00		
1106. Title - Lien Cert Expense to Silver Title, LLC	\$57.00	
1107. Title - Title Examination / Title Binder / Deed Prep to Silver Title, LLC	\$395.00	
1108. Title - Courier/Recording/Secure Document Storage to Silver Title, LLC	\$95.00	
1109. Title - Title Abstract Fee to Old Republic National Title Insurance	\$295.00	
1110. Procure/Track/Release Expense to Silver Title, LLC		\$595.00
1111. Release Fee to Silver Title-RELEASE(S)		\$110.10
1112.		
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$ Mortgage \$ Release \$ to Clerk of the Circuit Court		
1202. City/County tax/stamps Deed \$5,625.00 Mortgage \$ to Howard County Director of Finance	\$2,812.50	\$2,812.50
1203. State tax/stamps Deed \$2,250.00 Mortgage \$ to Clerk of the Circuit Court	\$1,125.00	\$1,125.00
1204. Recordation Tax - County (Deed) to Howard County Director of Finance	\$1,125.00	\$1,125.00
1300. Additional Settlement Charges		
1301. '23/'24 Property Taxes (NOVEMBER) to Howard County, Maryland		\$10,805.81
1302. '24/'25 Property Taxes (NOVEMBER) to Howard County, Maryland		\$10,374.81
1303. Recording/Water Escrow to Silver Title-ESCROW		\$1,000.00
1304. Bankruptcy Estate Payment to H. Jason Gold, Trustee		\$22,500.00
1305. 326(a) Trustee Commission to H. Jason Gold, Trustee		\$13,500.00
1306.		
1307.		
1308.		
1309.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$8,667.00	\$77,448.22

See signature addendum

Sweet Home 401K FBO Alireza Aliaskari 401K

Date

H. Jason Gold, Chapter 7 Trustee, not individually but solely in his capacity as the Chapter 7 Trustee in Bankruptcy in re: Eigel Properties and Investments, LLC Bankruptcy Case No. 23-10566-KHK

By: _____

H. Jason Gold, Chapter 7 Trustee

Date

The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent

Date